

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

HODELL-NATCO INDUSTRIES, INC.)	CASE NO. 1:08 CV 2755
Plaintiff,)	JUDGE NUGENT
v.))
SAP AMERICA, INC., et al.))
Defendants.))

STIPULATION AS TO APPEAL RIGHTS AND COSTS

Plaintiff, Hodell-Natco Industries, Inc. (“Hodell”) and Defendants, SAP America, Inc. and SAP AG (collectively, “SAP”), by and through their undersigned counsel, stipulate and agree as follows:

1. The above-captioned matter was tried to a jury and resulted in a jury verdict in favor of SAP. A judgment pursuant to Rule 58 of the Federal Rules of Civil Procedure was entered in favor of SAP by the Court on July 8, 2015. Prior to trial, a default was entered against both LSi-Lowery Systems, Inc. (“LSi”) and The IBIS Group, Inc. (“IBIS”), and a default judgment hearing has since been set for August 19, 2015.
2. Hodell and SAP desire to resolve certain remaining issues relating to appeal rights and costs, and pertaining to the default against LSi and IBIS. Hodell and SAP therefore stipulate and agree to the following:
 - a. In exchange for SAP’s agreement below concerning costs, fees, and expenses, Hodell hereby waives its right to appeal any issue that could have been appealed, and agrees that it will not file or prosecute an appeal. Hodell further agrees that it will not pursue a

default judgment against LSi or IBIS, and that it will inform the Court of its intent not to pursue judgment against LSi or IBIS so that the Court may strike the default, cancel the presently-scheduled default judgment hearing, and dismiss any claims which may be currently pending against LSi and/or IBIS, except that the dismissal of the LSi and IBIS counterclaims and cross-claims with prejudice shall remain in place.

- b. In exchange for Hodell's agreements in the above paragraph, SAP and Hodell agree to bear their own costs, attorneys' fees, expert witness fees, and any other fees or expenses incurred in this matter, including, but not limited to, any costs, fees, or expenses that would otherwise be taxable by the Court pursuant to Fed.R.Civ.P. 54(d), Fed.R.Civ.P. 68, Fed.R.Civ.P. 26(b)(4)(E) or any similar rule or statute. SAP and Hodell agree that they will not file any bill of costs, motion, or request with the Court seeking recovery of any such costs, fees or expenses.
3. Hodell and SAP stipulate that they have not previously assigned, or will in the future assign, to any person or entity any right, claim, cause of action, or part of a right, claim or cause of action, or any right to recover any expenses, attorneys' fees, or other costs referenced herein.

/s/  8/5/15

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